

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RensselaerMichele Gray

Plaintiff(s),

*-against-*Amazon

Defendant(s).

Index No. [type in Index No]**Summons**Date Index No. Purchased: 

To the above named Defendant(s)

Amazon  
4201 Walden Avenue  
Lancaster, New York 14086

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Rensselaer  
which is 165A Vandenburg Place Troy New York 12180

Dated: January 4, 2021Michele Grayby Michele Gray

Attorneys for Plaintiff

Michele Gray  
165A Vandenburg Place  
Troy, New York 12180

SUPREME COURT OF NEW YORK  
COUNTY OF RENSSELAER

Michele Gray,

Plaintiff(s),

-vs-

CASE NO

COMPLAINT

Amazon,

Defendant(s).

PRODUCT LIABILITY

The plaintiffs *Michele Gray and M.G minor resides in Rensselaer County of Troy in New York* states as follows:

1) During the Covid-19 pandemic the local market were out of stock of tissue (toilet) paper so the Plaintiffs purchase tissue (toilet) paper online on *March 20, 2020* from the Defendant (see attached receipt **exhibit 1**)

2) The tissue paper was delivered *April 23, 2020*, (see **exhibit 2**).

3) The Plaintiffs rushed to *Urgent Care the Troy Family Health Center (St. Peters Health Partner)* at *79 Vandenburg Place Troy, New York 12180* on *June 23, 2010* by *MD Melissa Fiorini* (see attached **exhibit 3**), a prescription from “*MD Fiorini*” for treatment (see **exhibit 4**)

1 4) the doctor checks the plaintiff's urine test and discovered the  
2 Plaintiffs has an infection in the plaintiff's private area.

3 5) The plaintiffs have a lump on the foreskin on the anal area that  
4 caused the plaintiffs to rush for care. Prior to the visit to doctor the  
5 Plaintiffs was itching in the anal area for several weeks.

6  
7 6) The minor notices the package was dirty

8  
9 7) The minor suffers sever itching in the anal area

10 8) The minor urine was infected with bacteria

11 9) The plaintiffs called the defendant for the address of the  
12 company "*Giokfine*" due to the "*Covid-19 pandemic*" no phones called  
13 are being answered, the plaintiffs sent email to the company asking for  
14 the address with no response (see attached **exhibit 5**).

15  
16 10) The defendant states online that they are "committed to  
17 providing each customer the highest standard of customer service" The  
18 plaintiffs are unable to contact the company and "*Amazon*" hasn't  
19 answered the plaintiffs online as well.

20  
21 11) Furthermore, the defendant has very low consumer  
22 satisfaction status showing *75%* of the customer aren't satisfied, with  
23 overall company and an *89%* negative review.

24  
25 12) The plaintiff has attached medical records (see exhibit 6)

Jurisdiction

1) This court has subject matter jurisdiction over this matter, 2) This court has personal jurisdiction over the defendant corporation because the corporation's principal place of business is located in the state New York under the Commerce Clause refers to Article 1, Section 8, Clause 3 3) Venue is proper pursuant to 28 U.S.C. § 1391(b) because the events giving rise to the allegations in this complaint occurred in this state. 4) The court has subject matter jurisdiction over the claim presented in this complaint under *28 U.S.C. § 1332* because plaintiffs are a resident of New York State and the amount in controversy exceeds \$75,000, exclusive of fees and costs.

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FACTS

In tort law, "*Stream of Commerce Theory*" refers to a principle that a person who participates in placing a defective product in the general marketplace is strictly liable for harm caused by the product.

*Federal Tort* under the "*Third Restatement of Torts*" the influential treatise on the law of "*product liability*". A manufacturing defect occurred "the product departs from its intended design even

1 though all possible care was exercised in the preparation and marketing  
2 of the product.

3 *Restatement 2<sup>nd</sup> of Torts § 402A (1965). Section 402A* provides:  
4  
5 that one who sells any product in a defective condition unreasonably  
6 dangerous to the user or consumer or to his property is subject to  
7 liability for physical harm.

8  
9 " *Product liability*" refers to a manufacturer or seller being held  
10  
11 liable for placing a defective product into the hands of a consumer.  
12 Responsibility for a product defect that causes injury lies with all sellers  
13 of the product  
14

15  
16 Under *Product Liability, Negligence; Breach of Contract*  
17 (warranties involving the product's quality or fitness for use: express  
18 warranty, implied warranty of merchantability, and implied warranty  
19 of fitness for a particular purpose). These and other warranties are  
20 codified in the "*Uniform Commercial Code (UCC)*", which every state  
21 has adopted, at least in part) *and Strict Liability*, it is the responsibility  
22 of Defendants to deliver products free of defects that harm someone and  
23 to make good on that responsibility if the products are defective. The  
24 key feature of "*product liability law*" is that a person/plaintiff who  
25 suffers harm isn't attempted to prove negligence, but the negligence is  
26  
27  
28

1 presumed which result is “*strict liability*”. The Defendant is absolute  
2 responsibility as the seller, or/and distributor, and manufacturer, see  
3 *De Wayne Johnson v. Monsanto Company, et al, (N.D. Cal. 2016)*  
4

5  
6 The law has developed a doctrine known as "*strict liability*," that  
7 allows a person injured by a defective or unexpectedly dangerous  
8 product to recover compensation from the maker or seller of the  
9 product, without showing that the manufacturer or seller was actually  
10 “*negligent*”. For these reasons (1) the consumer cannot be expected to  
11 prove whether the seller or renter of a product had a proper system for  
12 checking for manufacturer's defects, or whether the seller caused the  
13 defect after receiving the product from the manufacturer. (2) a  
14 consumer can't be expected to check each product before using it to see  
15 if it's defective or dangerous.  
16  
17  
18  
19  
20

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21  
22 FACTUAL ALLEGATION  
23

24 1) The defendant wasn't responsibility under *product liability*, and  
25 *delivered product that was defected*.  
26

27 2) *The defendant delivered product that wasn't free of*  
28 *contaminates to the plaintiffs violate laws under product liability*.

1           3) The defendant delivered product that harm the plaintiffs that  
2 was unsanitary

3           4) The defendant has the obligation to make good of defected  
4 product that they manufactured.

5           5) The defendant was negligence in the manufacturing of defected  
6 tissue paper (toilet)

7           6) The defendant was negligence in the manufacturing of defected  
8 tissue paper (toilet) that harm the plaintiffs

9           7) The defendant was negligence in the selling tissue (toilet) paper  
10 was that contaminated with bacteria that harm the plaintiffs

11           8) The defendant is absolutely responsible for distributing defected  
12 product to purchase that harm the plaintiffs

13           9) The defendant is absolutely responsible for distributing  
14 defected product that harm that the plaintiffs.

15           10) The defendant is absolute responsible for distributing product  
16 that wasn't sterile that harm the plaintiff's' health.

17           11) The defendant is strictly liable for tort law of the third  
18 restatement and second restatement that harm the plaintiff's health.

19           12) The defendant strictly liable in injuring the plaintiff's.

20           13) The defendant is liable in their defect product from it intended  
21 design and injured the plaintiffs

1           14) The defendant exercised care in the product and still injured  
2 the plaintiffs under the 2<sup>nd</sup> restatement of 3<sup>rd</sup> restatement tort.

3           15) Under product liability, as the seller, the defendant under the  
4 3<sup>rd</sup> restatement tort and 2<sup>nd</sup> restatement federal tort sold the product  
5 the tissue (toilet) paper to the plaintiffs and they were injured.  
6

7           16) As the seller, the defendant is liable for selling the defective  
8 product in the hands of the plaintiffs and causing injury.  
9

10          17) Under product liability the defendant breaches the contract of  
11 products quality under the warranties codified in the "Uniform  
12 Commercial Code (UCC) and to make good.  
13

14          18) The defendant breaches the contract under product liability  
15 that their product was sanitary use pursuant to UCC Uniform  
16 Commerical Code and to make good.  
17

18          19) The defendant breaches the contract of warranty that was  
19 expressed and implied that the product was fit for particular purpose  
20 nevertheless cause injury to the plaintiffs pursuant to (UCC) Uniform  
21 Commercial Code.  
22

23          20) The defendant fails to protects the plaintiffs from unsanitary  
24 tissue (toilet) paper direct cause to thier human health.  
25

26          21) The defendant didn't assure protection against unsterilized  
27 tissue (toilet) paper that injured the plaintiffs due to the negligence.  
28



1           22) The defendant violates sanitary practice and negligence led to  
2 the injury to plaintiffs.

3           23) The defendant was irresponsibility to deliver products unfree  
4 of defects that harm the plaintiff.

5           24) It is the defendant responsibility to make good if the product  
6 sold is defective.

7           25) It is the defendant responsibility to make good of the product  
8 sold is unfit for use.

9           26) It is the defendant responsibility to make good of the sold is  
10 unsanitary.

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11  
12  
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15  
16 CLAIMS

17 Third Restatement of Torts Restatement Prod. Liab. § 1; Prod. Liab. § 1  
18 h3. § 1

19 1} The defendant is liable of commercial seller or distributor that  
20 cause harm by their defective products which they engaged in the  
21 business of selling and distribution of product (water) who sell or  
22 distributes defective product is subject to liability for harm to the  
23 plaintiffs caused by the defect.

24  
25  
26  
27  
28 *Restatement 2<sup>nd</sup> of Torts § 402A (1965).*

1  
2 2} The defendant sells any product in a defective condition  
3 unreasonably dangerous to the user or consumer or to his property is  
4 subject to liability for physical harm.  
5

6  
7  
8  
9 NEGLIGENCE

10 3} The defendant conduct that fell below the standards of  
11 behavior established by law for the protection against the defendant  
12 product and there was unreasonable risk to the plaintiffs' health and  
13 the plaintiffs was harmed.  
14

15 4} The defendant has acted negligently and has departed from the  
16 conduct expected of a reasonably prudent person acting under similar  
17 circumstances (*coronavirus pandemic*).  
18

19 “

20 BREACH OF WARRANTY

21 (expressed or implies)

22 5} The defendant broken promise about the product that  
23 defendant manufacture or sold.  
24

25 6} The defendant failure on the statement or agreement by a  
26 seller/defendant of their product which is a part of the contract of sale,  
27 when the truth of the statement is necessary to the validity of the  
28 contract.

## CIVIL LIABILITY

7} The defendant is potentially responsible for payment of damages and harming the plaintiffs due to violating the *Uniform Commercial Code (UCC)* a model statute covering sale of goods, and warranties, adopted by all states by making good on responsibility if the products are defective.

## STRICT LIABILITY

8} The defendant is liable for damaging and harming the plaintiff health regardless of whether its conduct contributed to the injury. Many legal commentators refer to strict products liability as a “*policy decision*.”

## PRODUCT LIABILITY

9} Asserts the defendant the manufacturer of a product should be liable for personal injury that results from a defect in a product or from false representations made by the manufacturer of the product.

## MENTAL ANGUISH

10} The plaintiff suffered emotional distress such as fright, terror, apprehension, nervousness, anxiety, worry, humiliation, mortification, feeling of lost dignity, embarrassment, grief, and shock,

1 *Under the Tort law, Title 28 U.S. Code § 2671 -*

2 *Emotional Distress*

3 11} Damages in tort claims to protects people from harms which  
4 result from the wrongful conduct of others, to property, and/also  
5 emotional or psychological harm as a distinct form of injury. This  
6 recognition was a result of a historical development, as society  
7 increasingly understood the severity and the long-lasting consequences  
8 of mental injury, (*June 25, 1948, Ch. 646, 62 Stat. 982.*

9  
10  
11  
12 *Title 15 U.S. Code § 6611(b)(5).*

13 12} Damages in tort claims is an under this traditional common  
14 law, plaintiffs could sue for damages due to emotional distress for  
15 mental harms as recoverable of torts, as an additional harm if they also  
16 suffered physical injury or the threat of physical injury. Eventually, the  
17 courts recognized the infliction of psychological injury as its own  
18 independent cause of action, even without any accompanying harm to a  
19 person or property, *W. Page Keeton et al., Prosser & Keeton on the Law*  
20 *of Torts § 12, at 57 (5th ed. 1984), (Pub. L. 106-37, § 12, July 20, 1999,*  
21 *113 Stat. 199.)*  
22  
23  
24  
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## CASES STUDY

1  
2 In the case, *Erie Insurance Co. v. Amazon.com, No. 18-1198 (4th*  
3 *Cir. 2019)* The court explained that insofar as liability in Maryland for  
4 defective products falls on "sellers" and manufacturers (who are also  
5 sellers), it is imposed on owners of personal property who transfer title  
6 to purchasers of that property for a price. The "*Fourth Circuit*" also held  
7 that, although Amazon was not immune from suit under the  
8  
9  
10 *Communications Decency Act, 47 U.S.C. 230(c)(1), (June 19, 1934, Ch.*  
11 *652, title II, § 230, as added Pub. L. 104-104, title V, § 509, Feb. 8,*  
12 *1996, 110 Stat. 137.*

13  
14  
15 In the case "*Oberdorf vs Amazon*" the plaintiffs became  
16 permanently blind by a defective retractable leash. The plaintiffs  
17 appealed her case and it was brought before the "*Third Circuit*". A  
18 surprising *2-1 decision in July*, a three-judge panel said "*Amazon*" was  
19 liable as a seller of products sold by third-party vendors, further state,  
20  
21 The "*Third Circuit*" vacated and remanded, *Amazon* is a "seller" under  
22 *section 402A* of the "*Second Restatement of Torts*", *Argued October 3,*  
23 *2018*" and *Opinion filed: July 3, 2019, Oberdorf v. Amazon.com Inc, No.*  
24 *18-1041 (3d Cir. 2019).*

*Judge Kevin McNulty federal district court in New Jersey*

referenced “*Oberdorf*” in a case where a boy was injured by a scooter brought on “Amazon” in 2015, the judge wrote, “*Amazon’s* control of the product, its relationship with the third-party sellers, and the structure of the “*Amazon*” marketplace all weigh in favor of finding that ‘*Amazon*’ was a seller, not a mere broker or facilitator”.

Prior to the “*Oberdorf*” case Amazon felt sort to come to realization liability is coming when “*Amazon*” settled a case in 2014 where a 23-year-old Missouri man died after his helmet came off in a motorcycle accident purchased on “*Amazon*”, for \$5,000, but admitted no liability.

The plaintiffs mention “*Amazon*” didn’t response with the “*third-party seller*” Giokfine’s address, “*Amazon*” has a responsible to contact the consumer with basic information regarding their “*third-party seller*” and/or disassociate with companies that fall below a percentage of consumer review

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Plaintiff's Defend Complaint

Amendments to a complaint are governed by Rule 15(a) of the *Federal Rules of Civil Procedure. Rule 15(a)(1)* A party may amend its pleading once as a matter of course within: An amended complaint does not just add to the first complaint. An amended complaint entirely replaces the original complaint. Therefore, an amended complaint must include those portions of the original complaint that are necessary, while adding the new material to be considered.

Amending Complaint under the *Federal Rules of Civil Procedure Rule 15(2)*. a party may amend its pleading only with the opposing party's written consent or the court's leave. The court should freely give leave when justice so requires.

Leave of Court is a request made by a party to the court to obtain permission to do something, which would have been unlawful without such permission. A request for leave of court is considered as an implied admission of jurisdiction of the court.

1           34 CFR § 300.508 - Due process complaint. (3) A party may amend  
2 its due process complaint only if - (i) The other party consents in writing  
3 to the amendment and is given the opportunity to resolve the due  
4 process complaint through a meeting held pursuant to *§ 300.510*;  
5  
6 {*Authority: 20 U.S.C. 1415(b)(7), 1415(c)(2)*}

7  
8           When Magistrate drafted a decision called a *Report and*  
9 *Recommendation*. In order for the Magistrate's decision to become  
10 binding, the Judge has to file an Order Adopting the Magistrate's  
11 Report and Recommendation.  
12

13  
14           *Rule 17. Plaintiff and Defendant; Capacity; Public Officers*  
15  
16 a) Real Party in Interest. 1) Designation in General. An action must be  
17 prosecuted in the name of the real party in interest. The following may  
18 sue in their own names without joining the person for whose benefit the  
19 action is brought: (A) an executor; (B) an administrator; (C) *a guardian*;  
20 *(define in Law as one who is legally responsible for the care and*  
21 *management of the person, incompetent or minor., see guardian ad*  
22 *litem.) c) Minor or Incompetent Person. (A) a general guardian; (2)*  
23  
24 Without a Representative. A minor or an incompetent person who does  
25 not have a duly appointed representative may sue by a next friend or by  
26 guardian ad litem. The court must appoint guardian ad litem—or issue  
27  
28



1 another appropriate order—to protect a minor or incompetent person  
2 who is unrepresented in an action.  
3  
4

5 Under FRAP 27(b) that this court may act on a motion for a  
6 procedural on dispositive order—in this case, authorize its clerk to act  
7 on specified types of procedural motions. A party adversely affected by  
8 the courts, or the clerk's, action may file a motion to reconsider, vacate,  
9 or modify that action, a motion requesting that relief must be filed.  
10  
11

12  
13 The *U.S. Supreme Court* had defined when federal judges can  
14 dismiss as "*frivolous*" certain lawsuits brought by convicts and others  
15 who cannot afford to pay normal court costs. The court, in a *7-2 ruling*,  
16 said it is largely up to a federal judge to determine when a lawsuit is  
17 legally frivolous and thus need not be litigated.  
18

19 The ruling reversed a decision of the *Ninth Circuit Court of*  
20 *Appeals*, which had said a federal judge could dismiss a lawsuit against  
21 the government as frivolous *only* if the allegations "*conflicted with*  
22 *judicially noticeable facts.*"  
23  
24

25  
26 The *Ninth Circuit said*, in effect, a judge could invoke the frivolous  
27 standard only if he had factual evidence that an allegation could not be  
28

1 true. The judges in this case can't prove the plaintiffs complaint isn't  
2 true.

3  
4 "A court is not bound, as it usually is when making a  
5 determination based solely on the pleadings, to accept without question  
6 the truth of the plaintiff's allegations," *justice Sandra O'Connor* wrote  
7 for the court. While on this first glance, charges "must be weighted in  
8 favor of the plaintiffs," judges are left largely to their common sense in  
9 deciding whether to dismiss a case, the court said. But *O'Connor* wrote  
10 such a complaint cannot be dismissed "simply because the court finds  
11 the plaintiff's allegations unlikely," noting the "age-old insight that  
12 many allegations might be 'strange, but true.'"  
13  
14  
15  
16

17 The ruling further defined the court's *1989 Neitzke v. Williams*  
18 ruling. The issue was important to prisoners because they often cannot  
19 afford the normal court filing fees. In a one-paragraph dissent, *Justice*  
20 *John Paul Stevens*, joined by *Justice Harry Blackmun*, wrote that while  
21 he agreed with the court's standard announced in this opinion, it is  
22 "entirely consistent" with the *Ninth Circuit's* ruling and Hernandez  
23 should be allowed to pursue his case. *See Denton v. Hernandez*, \_\_\_\_  
24 *S.Ct.* \_\_\_\_ (1992).  
25  
26  
27  
28

1           The *Constitution's Fifth Amendment* adamantly commands that  
2 no person may be "deprived of life, liberty or property without due  
3 process of law" by any act of the federal government and legal  
4 proceedings carried out regularly and in accordance with established  
5 rules and principles called *procedural due process*. A basic threshold  
6 issue respecting whether due process is satisfied is whether the  
7 government conduct being examined is a part of a criminal or civil  
8 proceeding, *see Medina v. California 505 U.S. 437, 443 (1992)*, and  
9 having to litigant with full benefit of fair trial and the law applicable to  
10 all those in like condition, and not deprived of property without due  
11 process of law, even if regarded as deprived of property by an adverse  
12 result, *see Marchant v. Pennsylvania R.R., 153 U.S. 380, 386 (1894)*.  
13  
14  
15  
16  
17

18           Under the Federal Regulation 5 CFR § 732.301 regarding due  
19 process on decision made unfavorable decision, 5 CFR § 732.301(b)  
20 comply with all applicable administrative due process requirements, as  
21 provided by law, rule, or regulation, 5 CFR § 732.301(c (1) reason for  
22 decision, 5 CFR § 732.301(c (2) opportunity to respond, 5 CFR §  
23 732.301(c (3) notice if appeal rights, 5 CFR § 732.301 (d) consider all  
24 available information in reaching its final decision, 5 CFR § 732.301(e)  
25  
26  
27  
28

1 keep record of action, *[56 FR 18654, Apr. 23, 1991, as amended at 66 FR*  
2 *66711, Dec. 27, 2001]*

3  
4  
5 U.S Supreme court has stated under *Rule 12 (b)(6)*: “The issue is  
6 not whether a plaintiff will ultimately prevail but whether the claimant  
7 is entitled to offer evidence in support of the claim only appear to be the  
8 case but not definite” *416 US.232,236,236(1974)*. Rather, “a complaint  
9 should not be dismissed for failure to state a claim: *Conley v. Gibson*,  
10 *355 U.S. 41, 45-46 (1975)*. “Dismissal without leave to amend is  
11 improper as if, no amendment can save the complaint” Wright and  
12 Miller, *Federal Practice and Procedure, vol 5A 1357*.

13  
14  
15  
16  
17 *Carlton Fields v. Director of CDCR, et al vs U.S. District Court for*  
18 *Eastern California, Sacramento on 04/09/2020* case reversed  
19 determined that Plaintiff’s case wasn’t frivolous and unable to state a  
20 claim dismissed  
21

22  
23  
24  
25 Relief

26 The Plaintiffs seeking redress through tort law of “*Product*  
27 *Liability*” under “*Strict Liability, Negligence and Breach of Contract*”,  
28 under the Tort Law, *section 402A* of the “*Second Restatement of Torts*

and “*Third Restatement of Torts*”; Title. 28 U.S. Code § 2671 and Title 15 U.S. Code § 6611(b)(5) for “*Mental Anguish*” asking for damages in the form of monetary compensation of \$350.000 damages and punitive damages in addition to compensatory damages to deter further misconduct in amount of \$950.000. Total relief 1.3 million dollars include compensation and punitive damages. I declare under penalty of perjury that the foregoing is true and correct. (28 U.S.C. 1746).

Dated August 05, 2020

## EXHIBIT 1

amazon.com

**Final Details for Order #111-1856071-9717030**  
[Print this page for your records.](#)

Order Placed: March 20, 2020  
Amazon.com order number: 111-1856071-9717030  
Order Total: \$15.01

Shipped on March 24, 2020	
<b>Items Ordered</b> 1 of: <a href="#">giokfine 10 Roll White Toilet Paper Toilet Roll Tissue Roll Pack of 10 4Ply Paper Towels Tissue</a> Sold by: <a href="#">giokfine</a> ( <a href="#">seller profile</a> ) Condition: New	<b>Price</b> \$10.00
<b>Shipping Address:</b> Makai Gray 165A VANDENBURGH PL A TROY, NY 12180-6048 United States	
<b>Shipping Speed:</b> Standard Shipping	

Payment information	
<b>Payment Method:</b> Visa   Last digits: 2013	Item(s) Subtotal: \$10.00 Shipping & Handling: \$3.90
<b>Billing address</b> Michele Gray 25 West 132nd Street #8E New York, N.Y. 10037 United States	Total before tax: \$13.90 Estimated tax to be collected: \$1.11
<b>Credit Card transactions</b>	<b>Grand Total: \$15.01</b>

Visa ending in 2013: March 24, 2020: \$15.01

To view the status of your order, return to [Order Summary](#).

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## EXHIBIT 2

amazon prime

Deliver to Makai Troy 12180

Whole Foods Prime Video Customer Service Pantry Browsing History New Releases Explore the Hobby Shop


Your Account > Your Orders > **Order Details**

Ordered on March 20, 2020 | Order# 111-1856071-9717030 [View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Makai Gray 165A VANDENBURGH PL A TROY, NY 12180-6048 United States	VISA **** 2013	<p>Item(s) Subtotal: \$10.00</p> <p>Shipping &amp; Handling: \$3.90</p> <p>Total before tax: \$13.90</p> <p>Estimated tax to be collected: \$1.11</p> <p><b>Grand Total: \$15.01</b></p> <p><a href="#">See tax and seller information</a></p>

Transactions

**Delivered Apr 23, 2020**



giockfine 10 Roll White Toilet Paper Toilet Roll Tissue Roll Pack of 10 4Ply Paper Towels

Sold by: giockfine

\$10.00

Condition: New

[Buy it again](#)

[Return or replace items](#)

[Problem with order](#)

[Share gift receipt](#)

[Write a product review](#)

[Archive order](#)

## EXHIBIT 3

**Olin Callaghan**  
Physician Assistant

**Troy Family Health Center**  
*Operated by Samaritan Hospital*

79 Vandenburg Avenue  
Troy, NY 12180  
TEL 518.271.0063  
FAX 518.271.0298



ST PETER'S HEALTH PARTNERS

sphpma.com

## EXHIBIT 4

RITE AID-82 VANDENBURGH AVE  
83 VANDENBURGH AVE  
TROY, NY 12180-6024

(518) 272-1355  
Store DEA : BR5272579  
RPH : FQ1

Rx 10687 0595206

Date Filled : 06/23/2020

GRAY, MICHELE

(929) 318-5589

165A VANDENBURGH PL  
TROY, NY 12180

CEFDINIR 300 MG CAPSULE

DAW : 0

NDC : 16714-0391-02 QTY : 10

DAYS SUPPLY : 5

FIORINI, MELISSA M MD

79 VANDENBURGH AVE  
TROY, NY 12180

NO REFILLS LEFT

ADVANCEPCS MED D CVS/CRMARK (BIN#004336

GRP: 788257

CLM REF#: 201754469307198999

U&C:

\$59.99

## EXHIBIT 5

5:10 PM Tue Jun 23

amazon.com

64%

SELLER

giokfine

[View Seller Profile](#)



PRODUCT

giokfine 10 Roll White  
Toilet Paper Toilet Roll  
Tissue Roll Pack of 10 4Ply  
Paper Towels Tissue

ORDER PLACED

March 20, 2020

ORDER NUMBER

111-1856071-  
9717030

EXPECTED BY

May 1, 2020 - May  
22, 2020

Other issue

[Change](#)

What would you like to do?



Contact seller

Other issue ▼

Contact the seller and allow the seller two days to get back to you

I need your physical address

3985 characters remaining

Send




**EXHIBIT 5A**

Deliver to Makai  
Troy 12180

Whole Foods Prime Video Customer Service Pantry Browsing History New Releases Shop The Big Style Sale

Your Account > Your Orders > Problem with order

**Problem with order**

<b>SELLER</b> giokfine <a href="#">View Seller Profile</a>	 <b>PRODUCT</b> giokfine 10 Roll White Toilet Paper Toilet Roll Tissue Roll Pack of 10 4Ply Paper Towels Tissue	<b>ORDER PLACED</b> March 20, 2020 <b>ORDER NUMBER</b> 111-1856071- 9717030 <b>EXPECTED BY</b> May 1, 2020 - May 22, 2020
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✓ **Message sent**  
If the seller does not resolve your issue within 48 hours of the first message, you can revisit this page to check if you are eligible to request an A-to-z Guarantee refund.

**EXHIBIT 6**

Horrible. Dishonest. Terrible auality. Watch for this seller on anv



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